

PTO/SB/82 (09-03)

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REVOCATION OF POWER OF ATTORNEY WITH NEW POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS	Application Number	09/938,920
	Filing Date	August 24, 2001
	First Named Inventor	J. Michael Milliorn
	Art Unit	1772
	Examiner Name	N. Ahmad
	Attorney Docket Number	1940US01 (formerly HO-P02167US0)

I hereby revoke all previous powers of attorney or authorization of agent given in the above-identified application.

☒ A Power of Attorney is submitted herewith.

OR

☐ I hereby appoint the practitioners associated with the Customer Number:

43896

☒ Please change the correspondence address for the above-identified application to:☒ The address associated with
Customer Number:

43896

OR

☐ Firm or
Individual Name

Ecolab Inc.

Address 840 Sibley Memorial Highway

Address

City Mendota Heights

Country U.S.A.

State

MN

Zip

55118

Telephone (651)-306-5810

Fax

(651)-306-4272

I am the:

☐ Applicant/Inventor.☒ Assignee of record of entire interest. See 37 CFR 3.71.

Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE OF Applicant or Assignee of Record

Name Andrew D. Sorensen

Signature

Date

Oct 12, 2004

Telephone

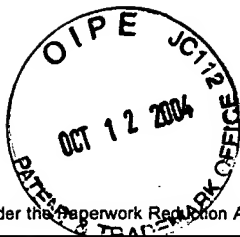
(651)-306-5810

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

☒ *Total of 1 forms are attached.

This collection of information is required by 37 CFR 1.31 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 (1-800-786-9199) and select option 2.



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PTO/SB/80 (12-03)
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POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO

I hereby appoint:

☐ Practitioners associated with the Customer Number:

OR

☒ Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number
Andrew D. Sorensen	33,606
Anneliese M. Seifert	54,434
Mark T. Skoog	40,178

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Assignee Name and Address:

Ecolab Inc.
Research & Development Center
840 Sibley Memorial Highway
Mendota Heights, MN 55118

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

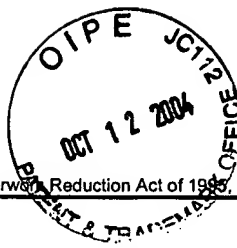
SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Name	Andrew D. Sorensen	Date	July 29, 2004
Signature		Telephone	651-306-5810
Title	Chief Patent Counsel		

This collection of information is required by 37 CFR 1.31 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



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PTO/SB/96 (06-04)
Approved for use through 07/31/2006. OMB 0651-0031
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

STATEMENT UNDER 37 CFR 3.73(b)

ECOLAB INC.

Applicant/Patent Owner: _____

Application No./Patent No.: 09/938,920 Filed/Issue Date: AUGUST 24, 2001

Entitled: PROCESS FOR MAKING LABELS HAVING NON-ADHESIVE PORTION

ECOLAB INC.

CORPORATION

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1 ☒ the assignee of the entire right, title, and interest; or

2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %
in the patent application/patent identified above by virtue of either:

A. [] An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

- J. MICHAEL MILLIORN
1. From: ANDREW MILLIORN To: DAYDOTS HOLDINGS, INC.
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
- DAYDOTS HOLDINGS, INC.
2. From: _____ To: ECOLAB INC.
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

[] Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

ANDREW D. SORENSEN
Signature
ANDREW D. SORENSEN

22/ 29 2001
Date
651-306-5810

Printed or Typed Name
CHIEF PATENT COUNSEL

Title

Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this 16th day of August, 2001 by J. Michael Milliorn and Andrew Milliorn (hereinafter referred to as Assignors), both residing at Daydots International, Inc., 1801 Riverbend West Drive, Fort Worth, Texas 76118;

WHEREAS, Assignors have invented certain new and useful improvements in PROCESS FOR MAKING LABELS HAVING NON-ADHESIVE PORTION, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

WHEREAS, Daydots International, Inc., a corporation organized under and pursuant to the laws of Texas having its principal place of business at 1801 Riverbend West Drive; Fort Worth, Texas 76118 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

8-16-2001
Date

J. Michael Milliorn
J. Michael Milliorn

8-16-2001
Date

Andrew Milliorn
Andrew Milliorn

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT, dated February 11, 2004, but effective as of the Effective Time on February 1, 2004, is by and between DAYDOTS Holdings, Inc., a Texas corporation ("Assignor"), and Ecolab Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated the date hereof (the "APA"), providing for the purchase of substantially all of the assets used in the business of DAYDOTS International, L.P., a Texas limited partnership and subsidiary of Assignor ("Daydots L.P.").

WHEREAS, Assignor holds various patents and patent applications used in the business of Daydots L.P.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings specified in the APA.
2. Assignment of Patents. Effective as of the Effective Time, Assignor hereby assigns and delivers to Assignee all of Assignor's right, title and interest in and to all of the patents, patent applications (including reissues, divisions, continuations-in-part, and extensions), inventions and discoveries that may be patentable and improvements thereto listed on the attached Exhibit A, free and clear of any Encumbrances. Assignee hereby accepts the assignment of such patents:
3. Terms of the APA. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.
4. Further Assurances. Without limiting the generality of Section 5.9 of the APA, each of the parties hereto shall, from time to time, at the request of the other party and at such other party's cost and expense, execute and deliver such other instruments of conveyance and transfer and do such further acts and things as may be reasonably required for the purpose of carrying out the provisions of this Patent Assignment Agreement.
5. Counterparts. This Patent Assignment Agreement may be executed simultaneously in one or more counterparts (including by facsimile), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature page follows.]

BEST AVAILABLE COPY

IN WITNESS WHEREOF, Assignor and Assignee have executed this Patent Assignment Agreement to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR:

DAYDOTS Holdings, Inc.

ASSIGNEE:

Ecolab Inc.

By:

Name:

Title:

James M. Millon
JAMES M. MILLON
PRESIDENT

By:

Name:

Title:

[Signature]
[Signature]
[Signature]

BEST AVAILABLE COPY

**EXHIBIT A
TO
PATENT ASSIGNMENT AGREEMENT**

1. Issued Patents

- a. U.S. Pat. No. 5,642,605 to Tenner et al., issued July 1, 1997
Food Portion Inventory Device With Imprinted Predetermined Date Indicia
- b. U.S. Patent No. 5,790,718 to Tenner et al., issued Aug. 4, 1998
Food Portion Inventory Device With Imprinted Predetermined Date Indicia
- c. U.S. Pat. No. D403,575 to Milliorn, issued Jan. 5, 1999
Container for Storing and Dispensing Labels
- d. U.S. Pat. No. 5,950,959 to Milliorn, issued Sept. 14, 1999
Container for Storing and Dispensing Labels
- e. U.S. Pat. No. D454,369 to Milliorn, issued Mar. 12, 2002
Label Dispenser
- f. U.S. Pat. No. D460,301 S, issued July 16, 2002
Dispensable Glove Dispensing System
- g. U.S. Pat. No. 6,543,642, issued Apr. 8, 2003
Disposable Glove Dispenser System

2. Patents Pending

- a. Utility Pat. Appl. No. 09/912,621, filed July 24, 2001
Triangle Shaped Labels and Improved Configuration Process
- b. Utility Pat. Appl. No. 09/912,755, filed July 24, 2001
Adhesive Label Having Nonadhesive Tab Portion
- c. Utility Pat. Appl. No. 09/938,920, filed Aug. 24, 2001
Process for Making Labels Having Non-Adhesive Portion
- d. Utility Pat. Appl. No. 10/121,124 filed Apr. 11, 2002
Modular Container for Holding Labels
- e. Design Pat. Appl. No. 29/158,837, filed Apr. 11, 2002
Modular Container for Holding Labels

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f. Utility Pat. Appl. No. 10/675,373, filed Sep. 30, 2003
Roll Dispenser

g. Design Pat. Appl. No. 29/191,004, filed Sep. 30, 2003
Roll Dispenser

3. Docketed Cases

- a. Triangle Shaped Labels and Improved Configuration Process
- b. Process for Making Labels Having Non-Adhesive Portion

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